



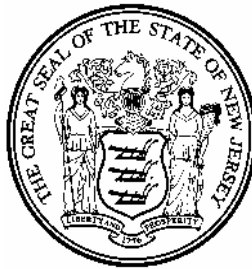
RICHARD J. CODEY
Acting Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NJ 08625-0230

JOHN E. McCORMAC, CPA
State Treasurer

September 1, 2005

RE: NOTICE OF AWARD #: 05-X-37360 (T-095S)
SERVICE AND SUPPLIES, MICROFILM EQUIPMENT



Bid Number: 05-X-37360

NOTICE OF AWARD

SERVICE AND SUPPLIES, MICROFILM EQUIPMENT

Date Issued: 09/01/05

Purchasing Agency
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau, PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

1.1 PURPOSE AND INTENT

This bid was issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State Using Agencies. The purpose of the RFP was to solicit bid proposals for the purpose of awarding a new term contract - SERVICE AND SUPPLIES, MICROFILM EQUIPMENT, T095S. This new contract enables State Agencies and Cooperative Purchasing Partners to acquire needed service and supplies for existing installations of Microfilm Equipment made under T-0095 primarily from its present provider of service.

The intent of this RFP was to award primary and secondary contracts to those responsible bidders whose bid proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered.

For the purposes of this bid, the State was divided into four regions with designated counties in each region. The regions are: NORTH, CENTRAL, CAPITAL, and SOUTH.

The counties in each region are:

NORTH - Sussex, Passaic, Bergen, Morris, Warren, Union, Hudson, Essex.

CENTRAL - Hunterdon, Middlesex, Somerset, Monmouth, Ocean.

CAPITAL - Mercer.

SOUTH - Camden, Gloucester, Salem, Atlantic, Burlington, Cape May.

The State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendors, is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

BACKGROUND

This is a new term contract for the Service and Supplies, Microfilm Equipment. It will have the T number, T-095S. It will provide microfilm maintenance service and supplies for installations which have been purchased under T- 0095 – Micrographics Equipment, Supplies and Maintenance Services, which commenced on 8/1/99. The existing contract for Microfilm Equipment Maintenance and Supplies is being split into two separate and distinct contracts. T-095S covers maintenance of existing installations. T- 0095 is for equipment purchases.

METHOD OF OPERATION

Use the following Price Lines to pay for Maintenance and Supplies from this contract.

PRICE LINE ONE - ANNUAL MAINTENANCE - Users are expected to use LINE ONE of the vendor contract to pay for the ANNUAL MAINTENANCE CHARGE specific to each machine. Use the attached summary as guide but use the EXCLUSIVE PRICE SCHEDULE to determine the full amount. (Obtain Price quote from the Contractor.)

PRICE LINE TWO - PER CALL HOURLY RATES - In addition to submitting prices specific to each machine, bidders were also asked to provide prices in the form of an hourly rate. When considering this form of maintenance acquisition, End Users are required to ask for a firm estimate based on the installation. Use LINE TWO to pay for Per Call Maintenance based on the quote.

PRICE LINE THREE - SUPPLIES PRICES - Bidders were requested to submit a Supplies Price List which is to be firm for the two year period. Some vendors provided discounts off the Price List. The discounts are also listed

on Page 2. - To pay for Supplies use LINE THREE. After two years Contractors will be allowed to submit updated supplies Price Lists.

DISCOUNTS FOR ADVANCE PAYMENTS - Some bidders have provided discounts for advance payments. The appropriate discounts appear at the bottom of the approved Price Schedules.

This new term was created primarily with the intent for Using Agencies to continue to receive maintenance service on their existing installations primarily from their incumbent vendors. It was NOT designed for vendors receiving contracts to compete for each other's customers.

PRICE SCHEDULES - Bidders were required to submit maintenance prices for two years for each Make and Model of equipment for which it intended to provide service based on its servicing of its installed base. The Price Schedules were created by the Vendors exclusively for this contract.

Primary and Secondary contract awards were made for specific Makes and Base Models determined to be the first and second low bid price.

Bidders were also required to detail on the Price Schedule for each piece of equipment, any extra charges for accessories not covered in the base price. This is an important aspect of this bid.

End Users should request an estimate of the work to be performed when using this contract. Contractors are required to provide a copy of each Price Schedule which was submitted by the vendor with the bid. A copy is also available from the Purchase Bureau Printing Unit.

End Users are cautioned to evaluate the costs for the extra accessories when they intend to change providers. The charges for the extra accessories were not evaluated. It is quite possible that in some cases the Secondary Contractor's price can be lower than the Primary Contractor. End Users should make their own value judgment when changing providers.

Users of this contract should use the handy SUMMARY OF MAINTENANCE PRICES attached to this document.

Per Call Hourly Rates and supplies discounts appear on page 2 of the Summary.

SCOPE OF WORK

This is a new term contract (T-095S) designed to provide MICROFILM MAINTENANCE SERVICE AND SUPPLIES for Microfilm Equipment which has been installed under the presently active term contract T- 0095 that started 8/01/99.

This contract is separate from the original equipment contract T-0095, which has also been revised. Contracts will be awarded for maintenance of microfilm equipment to the lowest bidder for each make and model it currently services. Additional prices for accessories may be used as a factor when evaluating the prices submitted by more than one vendor for the same make and model.

All prices submitted will remain firm for the two years of the original contract period and any additional optional contract extensions which may be agreed to.

Bidders receiving contracts may assign service and maintenance responsibilities to their small business dealers throughout the State of NJ. If a bidder intends to provide statewide maintenance coverage by utilizing its dealer network, it must state so in its bid and provide a list of dealers designated to service each area of the State by designated region and county.

Annual full service maintenance shall be for 12 months from the effective date of the agreement. Full service maintenance shall include two preventive maintenance calls in one year at six month intervals, the first one to be performed at the start of the agreement. All other service calls will be on an as needed basis. All travel time, and parts are to be included in the annual maintenance fee. Consumable supplies shall be paid for using prices set from the vendor's discounted price list or catalog.

Annual Maintenance payments may be made at the discretion of the Using Agency, in advance or in arrears, monthly, or in 3, 6, or 12 month intervals. The Using Agency has the right to determine what payment schedule best suits its needs. The vendor must present bills for payment accordingly.

EQUIPMENT COVERED – (FROM THE ORIGINAL T-0095 CONTRACT)

Readers	Processors	Densitometers (Misc.)
Reader-Printers	Duplicators	Exposure Controls (Misc.)
Cameras	Jacket Loaders (Misc.)	Splicers (Misc.)
Fiche Printers	Aperture Card Loaders (Misc.)	

Equipment to be covered under this contract shall have been purchased under T-0095 or other method such as a direct purchase or waiver by the State of New Jersey or Cooperative Purchasing Partners.

Maintenance for rental units is not covered by this contract.

BRANDS COVERED –

Alos Micrographics, Kodak, Bell & Howell, Canon, Minolta, Anacomp, Dukane, Eyecom, Xidex, 3M, Fuji, N.B Jackets, Infographics, NB Microseal.

OTHER BRANDS NOT LISTED –

Bidders may submit maintenance pricing for other microfilm equipment not listed such as microfilm scanners, if the vendor can provide evidence that it provides maintenance service to specific installations in at least several State or Local Governments in N.J.

INCUMBENT CONTRACTORS –

Equipment covered is located throughout the State, and is owned by State or Local Government Agencies. Any bidder that currently is providing maintenance and supplies on equipment of the brands listed and currently installed in the State was encouraged to submit maintenance pricing for those units already installed.

Bidders were required to submit annual full service maintenance agreements for each machine they currently maintain. It is important for the bidder to know that the more detailed the description of the make and model the better the chance of the bidder being awarded a contract to provide maintenance service for that specific installation.

Bidders provided details of an installation including, where and for what organization, any special additional features the equipment may have along with the usual pertinent information on make and model and category.

The prices submitted for maintenance are custom tailored for this State of New Jersey bid and only contain specific installations which the bidder is servicing in State and Local Government agencies. This solicitation does not cover offers to provide service on equipment which may be placed in the future or which may be available but not installed.

NEW CONTRACTORS – The Purchase Bureau did not issue contracts to vendors other than those who have demonstrated that they are currently providing maintenance service for equipment purchased under contract number T-0095 or are providing maintenance service to State & Local Agencies for the designated equipment under some other agreement.

MAINTENANCE PLANS – Annual and Per Call

ANNUAL MAINTENANCE AGREEMENT –

An Equipment Maintenance Price Schedule is an integral part of the bid. The proposal included maintenance prices set forth on an easy to use PRICE SCHEDULE which details all equipment for which the bidder proposes to provide maintenance service.

Bidders provided an annual maintenance cost for each piece of equipment for which they are proposing to provide maintenance service. Using Agencies will pay monthly or quarterly in arrears for service. The monthly

payment will be determined by dividing the number of months into the annual cost. Any payments in advance must be approved by the Using Agency but only if an appropriate advance payment discount is offered to the Using Agency by the Contractor. No advance payment shall exceed six months.

Performance Requirements:

- a) Microfilm cameras, processors and duplicators will be inspected semi- annually.
- b) All other microfilm equipment will be inspected annually.
- c) Contractor must power clean equipment annually.
- d) Free parts replacement is to be included in the maintenance agreement.
- e) Shop reconditioning is not included and will not be performed by the contractor unless a cost estimate is submitted in advance and approved by the Using Agency.
- f) Payments may be made quarterly or semi-annually in advance or in arrears at the discretion of the Using Agency. The State expects an appropriate discount for advance payments which may be indicated as a PREPAYMENT PERCENTAGE DISCOUNT on the price sheets.
- g) Contractor, whether a dealer or an OEM, must use approved OEM parts when replacement is required..
- h) Contractor must upgrade equipment when required, if specified in manufacturer's technical publications
- i) Contractor must provide unlimited service calls if required, throughout the life of the maintenance agreement.
- j) If advance maintenance payments are made to the Contractor, Using Agencies shall be entitled to prorated maintenance rebates in the event a piece of equipment is taken out of service.

All Annual Maintenance Agreements include the following -

- 1) Contractors are required to perform maintenance service and provide necessary replacement parts for the operation of all equipment for which they are awarded a contract. Consumables are to be billed according to the discounted SUPPLIES PRICE LIST which the bidder supplied with the bid.
- 2) Contractors must respond to service calls within eight (8) working hours of the call from a Using Agency regardless of geographic locations - continued failure to do so will lead to possible contract cancellation.
- 3) If maintenance service on any equipment covered in this RFP is consistently required beyond regular working hours such as a night shift, the Contractor has no responsibility to provide maintenance service under this contract.
- 4) Contractors must schedule a preventive maintenance visit with the Using Agency. The actual times for the preventive maintenance to be performed are to be agreed upon with the agency site representative in advance of the actual performance.
- 5) The cost of maintenance service shall include parts, repair work and transportation. The contractor shall be responsible for all costs associated with parts acquisition.
- 6) Contractors are to provide a central dispatch number and dispatch services.
- 7) Contractors are to be sufficiently staffed to provide maintenance services to all awarded areas of the State either by using its own facilities or by its dealer network.
- 8) All equipment shall be cleaned, lubricated and adjusted as necessary. The cleaning is to be performed by the contractor's service representatives, which is necessary to maintain the equipment in good, efficient working condition.
- 9) Prices for the maintenance plan are indicated on the Price Schedule which was produced and submitted with the bid by the bidder. The Price Schedule was compiled especially for this bid proposal was headlined as State of New Jersey Maintenance Prices. No maintenance prices can exceed GSA Federal Schedule prices.

ALTERNATIVE PER CALL MAINTENANCE PLAN

This alternative HOURLY RATE maintenance plan gives a Using Agency the flexibility of calling for maintenance on an as needed basis.

Vendors are to submit one hourly labor rate for all equipment it is willing to provide per call maintenance.

Travel charges must be included in all prices submitted and will not be considered as an additional charge. Hourly per call service rates must be submitted in order for a vendor's bid to be considered. Hourly call rates which do not include travel time will not be accepted. Parts that need to be supplied will be billed from a discounted parts list. Vendors should submit one copy of its parts price list with the bid. In the event the bidder fails to submit such a price list, its submission may be considered by the Purchase Bureau after the bid opening.

A Using Agency should request a copy of the relevant price list page from the Contractor when a cost of a part is in question. The Contract Manager may also be contacted.

The vendors may provide two rates as shown:

Normal Hourly per call rate - per call hourly maintenance rate for normal State working hours - 8:00 a.m. to 5:00 p.m.

Premium Hourly per call rate - normal work day (Monday thru Friday) hours other than normal state working hours (5:01 p.m. to 7:59 a.m.), weekends, and on any State recognized holidays.

Per Call Requirements -

The Contractor shall power clean equipment and clean covers if needed.

Shop reconditioning is not included and will not be performed unless a cost estimate is submitted and approved by the using agency.

The Contractor must use OEM parts or parts certified by the OEM and must guarantee a six (6) month parts warranty on newly installed parts.

All service calls must be responded to within 24 hours of notice by the State.

PARTS –

Per Call Requirements –

At the time of service, the Contractor must provide documentation to the Using Agency indicating the price for required parts. This shall include a copy of the manufacturer's published price list which has been submitted with the bid and accepted by the State.

CONSUMABLE SUPPLIES

Per Call Requirements –

Machine supplies provided must be strictly in accordance with those contained in the contract award. Agencies are authorized to order and contractors are authorized to ship only those items covered by the contract. If a review of orders placed by any agency reveals that material other than that covered by the contract has been ordered and delivered, the Director of the Division of Purchase and Property will take such steps as are necessary to have the material returned by the agency, regardless of the time elapsed between the date of delivery and discovery of the violation. Full credit will be required. Violation of this clause may result in the removal of the offending contractor's name from the bid mailing list for a period of up to three (3) years.

Contractor shall deliver supplies packed in commercial containers of the size and type commonly used. Cartons or packages of supplies shall be clearly marked to indicate:

- a. Brand Name
- b. Batch number or lot number
- c. Expiration date of contents

Supply pricing is to be based on the Supply Manufacturers' latest price list which was submitted with the bid. The bidder listed a percentage discount on Price Line 3 which is to be applied against the list price by users of the contract.

All price lists submitted with the bid shall apply for the term of the contract. The percentage discount offered may be increased but it cannot be reduced during the term of the contract.

All price lists/catalogs/maintenance price lists, are labeled, identifying bidder's name. If it is not in this format, and it cannot be determined what price list/catalog/etc. applies to a specific brand/pricing line, the catalog will not be considered. The State will make the final determination.

4) All price lists offered have an effective date prior to the bid opening date of this RFP.

5) All consumable supplies prices must be at or lower than GSA prices.

AWARDING OF MAINTENANCE CONTRACTS –

OEM vs. DEALERS

A bidder may be awarded a contract to provide maintenance based on a low bid by MANUFACTURER and MODEL and by demonstrating in its Action Plan that it has the ability to service the region(s) of the State in which it has offered pricing.

Current service providers under the existing contract who do not have service centers within the confines of the State may be considered for eligibility only if they provide, with the bid, a list of current customers being serviced under the current contract (T-0095) together with contact names and phone numbers.

AWARDS BY REGION -

For purposes of this bid, the State was divided into four regions with designated counties in each region. The regions are: NORTH, CENTRAL, CAPITAL, and SOUTH.

The counties in each region are:

NORTH - Sussex, Passaic, Bergen, Morris, Warren, Union, Hudson, Essex.

CENTRAL - Hunterdon, Middlesex, Somerset, Monmouth, Ocean.

CAPITAL - Mercer.

SOUTH - Camden, Gloucester, Salem, Atlantic, Burlington, Cape May.

CONTRACT AWARDS -

STATEWIDE COVERAGE - Bidders who offer to service the entire State demonstrated that they have the ability to service the entire state either through their dealer network or if not an OEM, through their own facilities. Bidders submitted an ACTION PLAN which outlines the staff, tools and experience to service the whole State.

PRIMARY contracts were awarded to the lowest responsive bidder in each region by: Make, model, number, installation configuration. Prices submitted were specific for each make and model with a fixed maintenance price for each configuration.

SECONDARY contracts were awarded to the second lowest responsive bidder in each region by make, model, and installation configuration.

Preventive maintenance agreement: Maintenance agreements were awarded at the submitted net prices. Price and the number of machines covered under a maintenance agreement for each manufacturer's brand line were a factor in making an award.

Hourly per call service: Bidders who are awarded any of the preventive maintenance agreement categories for a particular brand received the award for the maintenance hourly call rate categories for the brands they were awarded.

BID PRICES FOR ANNUAL MAINTENANCE

All prices bid are firm and include all costs including travel time, maintenance, and non consumable parts and shall not be subject to increase during the period covered by this contract and the duration of any maintenance agreement entered into for an individual machine.

SUPPLIES PRICE LISTS

All bidders who also sell supplies such as developer, fixer and other consumable parts provided a discounted price list with the bid.

ABNORMAL REPAIRS –

Upon the effective date of the agreement, if equipment has been previously maintained by another contractor, after consultation with the Using Agency, if the contractor is unable to repair a particular piece of equipment to the State's satisfaction without additional cost, the contractor must present a firm estimate of the cost to repair such equipment and the Using Agency shall determine whether the unit shall be repaired or replaced.

CONTRACTOR PERSONNEL

- 1) Each contractor will employ qualified competent personnel in their respective lines of work.
- 2) All personnel must observe all regulations in effect at each State agency. While on State property employees will be subject to control of the State, but under no circumstances will such persons be deemed to be employees of the State. The contractor or its personnel will not represent themselves as employees of the State.
- 3) The Director, Division of Purchase and Property may request the contractor to transfer from the work crew employees who are found to be incompetent and/or prone to theft.
- 4) The contractor shall be responsible for ensuring that all articles found by its employees in or near the premises are turned in at a designated place.
- 5) The contractor shall furnish each employee with an identification card which shall contain as a minimum the employee's name and the name of the contractor's firm. .

DISPATCH SERVICE

CENTRAL DISPATCH -

The contractor will furnish a central dispatch number to which Using Agencies shall place all calls for service. The central dispatch office shall have a daytime toll-free telephone number for use by the Using Agency designated personnel in placing all calls for service. The contractor shall ensure that sufficient telephone lines and personnel are in place in its central dispatch office to receive and respond to all calls for maintenance placed by the State and Local Government Agencies.

The contractor's central dispatch system shall include information for all equipment from the time of the initial call, dispatch, arrival of the technician, and thorough completion of each maintenance call. The contractor shall assist the State's designated personnel in using proper call-in procedures. As a minimum, the following downtime report information shall be included:

- a. Name, location and phone number of State contact person for the office that reported the problem.
- b. Make, model and serial number(s) of equipment affected.
- c. Description of malfunction or service.
- d. Date and time notified.
- e. Date and time of technician arrival.
- f. Time spent on repair.
- g. Date and time equipment was determined to be operational and functionally providing service.
- j. List of all parts repaired or replaced, added, deleted or modified.
- k. Identification of the customer engineer responsible for performing maintenance;
- l. Name, location and phone number of State contact person who certified that the equipment was repaired satisfactorily.

SERVICE LOG - The contractor shall have available a service log for each piece of equipment maintained at a State site. The State shall have access to this log at any time. The service log shall retain all information requested in the downtime log for the life of the contract.

FALSE ALARM - While the State makes every effort to confirm the need for maintenance prior to placing a call for such service, there are times when the service provider may arrive at the site and find no problems or find that the problem was due to an operator error or incorrect problem determination or that the operator was able to correct the problem. When this occurs during the agreement period, there shall be no additional cost to the Using Agency. It is the contractor's primary responsibility to eliminate such occurrences through its call dispatch system, call back procedure, or help desk.

CONTRACTOR STAFFING -

The contractor must provide thoroughly trained technicians for each model of equipment it services. CE's to be available between the hours of 8:00 a.m. and 5:00 p.m. during the State's normal business day and during periods made known in advance by the Using Agency.

The contractor shall have technicians specifically trained for each make and model of equipment they propose to service.

EQUIPMENT INVENTORY -

The contractor shall, as a matter of course, maintain a comprehensive inventory list of equipment under maintenance. Any time the covered equipment changes through additions, deletions, replacements, relocations, or transfer, the contractor shall modify its records to indicate the correct equipment.

The equipment list shall include at a minimum:

- a. Using Agency name.
- b. Manufacturer, make and model, serial number.
- c. Location of each machine (including street address reference).
- d. First day of charge: This is the beginning date of the service agreement.
- e. Net period unit cost; This refers to the total cost of maintenance service for the unit for the period of time the report covers.

SPECIFICATIONS FOR MICROFILM, DUPLICATING FILM AND COMPUTER OUTPUT MICROFILM

This specification contains the requirements for microfilm and photographic film to be supplied to various agencies of the State of New Jersey and submitted as part of the Supplies Parts List.

Film Specifications: the following requirements shall apply to all microfilm:

1. All film shall have panchromatic sensitivity.
2. Film shall be of archival quality and shall meet the requirements of American National Standards Institute PH 1.28, specifications for photographic film for archival records, silver-gelatin type, on cellulose ester base and PH 1.41, specifications for photographic film for archival records, silver-gelatin type, on polyester base.
3. Film shall conform to interim federal specification L-F-00334E, film, photographic, microfilm. Characteristics, special sensitivity, reciprocity, and modulation transfer function for AHU microfilm. Film shall be processible by the Prostar Developer as manufactured by Eastman Kodak and by the appropriate 3M equipment manufactured by 3M Company. Other equivalent brands may be acceptable.

THE FOLLOWING IS THE FORMAT WHICH WAS USED BY THE BIDDERS TO SUBMIT ANNUAL MAINTENANCE PRICE SCHEDULES. THE SCHEDULES SHOW THE ANNUAL COST OF THE BASE MACHINE AND WHAT ACCESSORIES ARE INCLUDED. THERE MAY BE ADDITIONAL CHARGES FOR ACCESSORIES NOT INCLUDED. THESE ARE AVAILABLE FROM THE VENDORS UPON REQUEST.

BIDDER _____ PRICE LIST DATE _____

STATE OF NEW JERSEY MICROFILM EQUIPMENT ANNUAL MAINTENANCE PRICE SCHEDULE

EQUIPMENT CATEGORY *Reader-Printer*

MAKE/ MODEL	ANNUAL COST	PREPAYMENT COST
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JOHN E. DEER 605Z	\$850.00	\$800.
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**ACCESSORIES INCLUDED
IN THE BASE PRICE -**

**ACCESSORIES NOT INCLUDED
IN BASE PRICE -**

Carrier -	\$50.	\$40.
Adapter kit	40.	35.
Odometer	80.	75.

JOHN E. DEER 620Z	\$990.	\$900.
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**ACCESSORIES INCLUDED
IN THE BASE PRICE**

**ACCESSORIES NOT INCLUDED
IN BASE PRICE -**

Carrier -	\$50.	\$40.
Adapter	40.	35.
Odometer	80.	75.

STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. .

AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

ITEMS ORDERED AND DELIVERED

The **Using Agencies** are authorized to order and the **contractors** are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

MANUFACTURING/PACKAGING REQUIREMENTS

5.12.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.12.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.12.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work.